

Appl. No. 09/694,402
Amdt. Dated 4/09/06
Reply to Advisory Action dated March 14, 2006

Remarks

In view of the Advisory Action dated March 14, 2006, the Applicant has filed a Request for Continued Examination along with the present Amendment and requests reconsideration of the present Application. The Applicant appreciates the Examiner's continued consideration of the present Application.

In the final Office Action dated December 9, 2005, claims 1-7 and 9 were rejected under 35 U.S.C. 102(b) as being anticipated by Luchs et al. (U.S. Patent No. 4,831,526). Additionally, the remaining claims were each rejected under 35 U.S.C. 103(a), for various reasons.

More particularly, claim 8 was rejected in view of the combination of Luchs et al. and Pescitelli et al. (U.S. Patent No. 5,845,256), claim 10 was rejected in view of the combination of Luchs et al. and Official Notice, claim 11, was rejected in view of the combination of Luchs et al. in view of Quicken (Quicken website), claim 12 was rejected in view of Luchs et al. in view of Serdy (U.S. Patent No. 5,990,886), claims 13-14 were rejected in view of the combination of Luchs et al. and Felton ("Rental Car Insurance: Staying out of financial potholes"), claims 15-18 were rejected in view of the combination of Luchs et al., Cullen et al. and Felton, claim 19 was rejected in view of the combination of Luchs et al., Cullen et al, Felton, and Hartigan, and claim 20 was rejected in view of the combination of Luchs et al., Felton and Quicken.

Further, in the Advisory Action dated March 14, 2006, arguments advanced by the Applicant in a Reply dated February 27, 2006 regarding the allowability of all of the pending claims were deemed unpersuasive. Given this to be the case, the Applicant has amended each of the pending independent claims 1, 14 and 15 as shown above, as well as certain of the dependent claims.

In view of these amendments, and as discussed in further detail below, the Applicant respectfully submits that independent claim 1 is allowable over Luchs et al., that claim 14 is allowable over Luchs et al. in combination with Felton, and that claim 15 is allowable in view of the combination of Luchs et al., Felton and Cullen et al. Further, for at least these reasons, the Applicant also submits that all of the dependent claims 2-13 and 16-20 are also allowable.

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Allowability of Independent Claim 1 and Dependent Claims 2-12

Independent claim 1 has now been amended per the Examiner's suggestion in the Advisory Action, so as to make it absolutely clear that the claim requires at least two limitations including both a time period indication and a geographical indication. The Applicant therefore submits that, for at least the reasons discussed in the previous responses submitted by the Applicant to the Patent Office, and in view of the Examiner's comments in the Advisory Action (and in prior Office actions), claim 1 is allowable under 35 U.S.C. 102(b). Additionally, the Applicant submits that all of claims 2-12 depending upon claim 1 also are allowable for at least these reasons.

Allowability of Independent Claims 14 and 15 and Dependent Claims 13 and 16-20

The Applicant has now further amended independent claims 14 and 15 to make it clear that the present invention relates to a system for allowing a customer to purchase insurance that covers an item that is owned by the customer himself or herself. The addition of these amendments does not add new matter, since the present Application clearly discloses and relates to the purchase of insurance by a customer in relation to an item owned by the customer, for example, at page 3, lines 3-18. Also, the Applicant has made certain minor amendments to claim 15 and several of the dependent claims to improve the readability of, and/or correct minor inconsistencies in, the claim language.

The substantive amendments to claims 14 and 15 (e.g., those regarding ownership of the item being insured) are intended to clearly differentiate these claims from the teachings of Felton. As best as the Applicant can determine, Felton relates strictly to car rental insurance, in which a customer purchases insurance coverage on an automobile that is not owned by the customer but rather is owned by the rental car company. Thus, Felton does not at all relate to the purchasing, by a customer, of insurance in relation to an automobile that is owned by the customer. For at least this reason, the Applicant submits that independent claims 14 and 15, as well as dependent claims 13 and 16-20, are allowable under 35 U.S.C. 102(b) in view of Felton.

The Applicant additionally submits that independent claims 14 and 15, as well as dependent claims 13 and 16-20, are allowable under 35 U.S.C. 103(a) in view of Luchs et

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al., Felton and Cullen et al., alone and in combination with one another. More particularly, the Applicant respectfully submits that there is no suggestion to be found within (or any suggestion arising from) any or all of Luchs et al., Felton or Cullen et al. to combine or modify the references to arrive at a system that allows for customers to purchase short-term insurance in relation to items owned by the customers as recited in pending claims 14 and 15. Indeed, as discussed in more detail below, not only do these references fail to provide any express rationale for their combination or modification, but also the references fail to provide any implicit suggestion to combine or modify their teachings to arrive at the Applicant's claim 14 and 15 inventions.

As best as the Applicant can determine, Luchs et al. and Cullen et al. relate to systems for allowing customers to purchase insurance coverage for items owned by the customers, but do not disclose the receiving of any short-term temporal limitations on the insurance coverage. Further, as best as the Applicant can determine, Luchs et al. and Cullen et al. lack any suggestion that their systems could be implemented in connection with the obtaining of rental car insurance. In contrast, Felton apparently relates strictly to rental car insurance and does not at all relate to other types of insurance purchased by customers in relation to the items owned by those customers. For example, Felton does not at all relate to the obtaining by a customer of car insurance for a car owned by the customer. Felton in particular fails to provide any suggestion that short term insurance would be desirable in the context of insuring items owned by customers.

In addition to entirely lacking any explicit suggestions to combine or modify their respective teachings to arrive at the Applicant's claim 14 and 15 inventions, Luchs et al., Cullen et al. and Felton further lack any implicit suggestion for their combination or modification as well. Indeed, their combined teachings fail to provide any suggestion to combine or modify the references to arrive at the Applicant's claimed inventions. This is true on several levels.

To begin with, on a basic level, the rental car insurance business to which Felton strictly pertains is a different business than the standard insurance business to which Luchs et al. and Cullen et al. pertain, in which customers purchase insurance in relation to the homes, cars, etc. that they own. As indicated by Felton itself, the rental car insurance

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business is a special type of business in which customers are often pressured into obtaining over-priced insurance, even when the customers may not need it. Such insurance often is bought by customers on a "spur of the moment", without great reflection on the part of the customers. Although the insurance may be over-priced, customers may still buy the insurance anyway in view of the relatively modest cost of the insurance, and because the customers may feel like they have little choice as to whether to purchase the insurance that is offered.

In contrast, the standard insurance business is one in which customers purchase relatively high cost insurance that is long lasting. In purchasing such insurance, customers typically are able to take their time in making their decisions, and are able to consider many options and factors, and generally able to search for the best-priced insurance. Thus, in contrast to the decisionmaking involved in purchasing rental car insurance, the decisionmaking involved in the purchase of standard insurance typically is not spur of the moment, is not under duress, and is based upon a wealth of information, and can result in the purchase of a fairly cost-effective insurance policy (by comparison with rental car insurance).

In addition, Luchs et al., Cullen et al., and Felton fail to provide any implicit suggestion for their combination and/or modification insofar as the two references suggest the use of different types of systems/processes for facilitating the purchase of such insurance. With respect to rental car insurance, Felton envisions a rental car insurance application process that merely involves a limited, person-to-person discussion between a representative of a rental car company and a customer. Further, Felton does not provide any indication that the rental car insurance that is obtained by a customer is carefully-tailored in view of the customer's personal characteristics. Rather, as described in Felton, the car rental insurance that is offered appears to be a generic type of insurance.

In contrast, Luchs et al. and Cullen et al. set forth sophisticated processes that allow for obtaining carefully-tailored insurance policies for customers in relation to items that those customers personally own. The processes include numerous steps, for example, underwriting steps (see, e.g., FIG. 2A of Luchs et al.) or negotiation steps (see, e.g., FIG. 7 of Cullen et al.). The complexity of the processes set forth in Luchs et al. and

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Cullen et al. appears to go hand-in-hand with a desire to provide insurance that is well-suited to the customer's particular risk profile and/or other customer characteristics or goals (see, e.g., col. 2, line 25 of Luchs et al. and col. 6, lines 9-29 of Cullen et al.).

Thus, not only do Luchs et al. and Cullen et al. concern very different types of insurance products than Felton, but also Luchs et al. and Cullen et al. concern highly different types of insurance application processes than Felton. For at least these reasons, it would be inappropriate to combine the teachings of Felton with Luchs et al. and/or Cullen et al., and the references fail to provide any explicit or implicit motivation that might lead one of ordinary skill in the art to arrive at the Applicant's claimed inventions.

To summarize, not only do Luchs et al., Felton and Cullen et al. fail to disclose all of the recited limitations of claims 14 and 15, but also the Applicant is unable to identify any express suggestions to combine or modify Luchs et al., Cullen et al. and Felton in any of those references. Further, in view of the major differences between rental car insurance, to which Felton pertains, and standard insurance, to which Luchs et al. and Cullen et al. pertain, the Applicant respectfully submits that there is lacking any implicit motivation within those references alone or in combination with one another that would lead one of ordinary skill in the art to arrive at the Applicant's claimed inventions. For at least these reasons, therefore, the Applicant submits that all of claims 13-20 are allowable under 35 U.S.C. 102(b) and 35 U.S.C. 103(a).

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In view of the above Remarks and Amendments to the Claims, and the Request for Continued Examination being submitted herewith, the Applicant respectfully requests reconsideration and allowance of the present Application. The Examiner is invited to call the Applicant at the telephone number listed below if a telephone conference with the Applicant would further the prosecution of the present Application.

Respectfully,


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Dated: April 9, 2006
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